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this, prior to the alien's death, the right is lost, and the property descends to the heirs of the alien.

Carrier's Liability for Communication of Contagious Disease.—In *M., K. & T. R. Co. v. Raney*, 99 Southwestern Reporter, 589, the Texas Court of Civil Appeals decides that a railroad company is liable to a passenger for damages resulting from the wife of the passenger contracting small-pox from him after he had contracted it from the ticket agent of whom he purchased his ticket. The court is of the opinion that the knowledge of the ticket agent that he had the small-pox at the time he sold the ticket constituted knowledge on the part of the railroad company, thus declining to follow the ruling in *Long v. Railway* (Kansas) 28 Pacific Reporter, 977, 15 L. R. A. 319, 13 Am. St. Rep. 291.

"Parties."—Where an action is brought against a railroad company alone for an alleged violation of the interstate commerce act, the corporation's officers and agents are not, according to the United States Circuit Court of Appeals for the Third Circuit, in *Cassatt v. Mitchell Coal & Coke Co.*, 150 Federal Reporter, 32, "parties," within the federal statute (Rev. Stat. § 724 [U. S. Comp. Stat. 1901, p. 583]) authorizing federal courts on notice to require parties to produce books or writings in their possession or power which contain evidence pertinent to the issues. As supporting authorities are cited *Rose v. King*, 5 Serg. & R. 241, and *Ridgely v. Richards*, 130 Federal Reporter, 387.

Picketing.—The United States Circuit Court for the Eastern District of Wisconsin, in *Allis-Chalmers Co. v. Iron Moulders' Union* No. 125, upholds the right of union laborers out on a strike to maintain "peaceable picketing" about the works of their employer. But the court remarks that "peaceable picketing" is very much of an illusion. The action of pickets established by strikers may amount to coercion and intimidation of workmen of an employer, though no act is done which would be unlawful if done by a single individual, where the mere number of pickets acting together and their persistent following of the workmen to and from their work day after day for months is in itself a constant threat producing fear and alarm among the workmen.

Specific Performance of Contract of Adoption.—In *Chehak v. Battles*, 110 Northwestern Reporter, 330, the Supreme Court of Iowa decreed specific performance of a contract of adoption by which the party adopting the child agreed to bring the child up as would natural parents, and to give her all the rights of inheritance by law, such contract being, on the death of the party adopting, found to be unacknowledged, and hence invalid as an instrument of adoption.

The contract is held to be not within the statute of frauds, since the surrender of the child was a part performance, nor to be testamentary in its nature so as to be affected by the statute relating to the execution of wills

Liability of Telephone Company for Failure to Deliver Message.—In *Western Union Telegraph Company v. Sanders*, 79 *Northeastern Reporter*, 406, the Appellate Court of Indiana holds that the statutory penalty for failure to transmit a telegram is recoverable, though the message was delivered orally to and taken down in writing by the company's agent outside its office, where it appeared that he filed the message in the office. Even though the telegraph operator be regarded as the agent of the sender of the message in writing it down and until the message was actually in the office of the company, yet when it was filed in the company's office by the operator in the line of his duty he ceased to be the agent of the sender, and became the agent of the company for whose acts it was liable.

Liability of Street Railroad for Loss of Baggage.—That a street railroad company does not assume a carrier's liability with reference to a passenger's baggage brought by him on the car so as to be liable for its loss, without negligence on the part of the company, is the position assumed by the Supreme Court of Errors of Connecticut in *Sperry v. The Consolidated Railway Company*, 65 *Atlantic Reporter*, 962. The court says that the equipment of the cars and the duties of the conductor and motorman indicate that street car companies do not assume control of baggage brought by passengers, and hence they are liable only in case of negligence.

Trading Stamps.—An ordinance attempting to prohibit the giving of trading stamps, so dear to many housewives, is in *City and County of Denver v. Frueauff*, 88 *Pacific Reporter*, 389, held not to be a valid exercise of the state's police power. This decision, and the one that the giving of trading stamps is not a gift enterprise within the constitutional prohibition, is by the Colorado Supreme Court, in this case, based on *Young v. Commonwealth*, 45 *Southeastern Reporter*, 327, and *State v. Dalton*, 22 R. I. 77.

Rights of Property Owners with Reference to Telephone Wires.—In *Butler v. Frontier Telephone Company*, 79 *Northeastern Reporter*, 716, a property owner is by the New York Court of Appeals held entitled to bring ejectment against a telephone company to compel the removal of a telephone wire stretched across his property, though not in any place resting thereon. This decision is based on the settled theory of the law that the ownership of land extends upwards to an indefinite extent, and that the extent of obstruction is only one of degree.